



235 PINE STREET
6TH FLOOR
SAN FRANCISCO
CALIFORNIA 94104
FAX (415) 989-3796
(415) 989-8800

June 7, 1994

Re: Recordation No. 15283-D

0100263089
RECORDATION NO. 15283-D
JUN 13 1994 - 3 40 PM
FILED 1425
INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, two (2) executed counterparts of a secondary document, not previously recorded, entitled Inter-Company Purchase and Sale Agreement and Assignment of Lease ("Inter-Company Assignment") dated as of May 6, 1994.

The parties to the enclosed Inter-Company Assignment are:

ATEL Financial Corporation
235 Pine Street, 6th Floor
San Francisco, CA 94104

ASSIGNOR/SELLER

ATEL Cash Distribution Fund V, L.P.
235 Pine Street, 6th Floor
San Francisco, CA 94104

ASSIGNEE/BUYER

The said Inter-Company Assignment, among other things, acts to assign to the Assignee the right, title and interest of the Assignor (as successor in interest to West One Bank, Idaho by way of the Purchase Agreement and Assignment of Lease dated as of May 4, 1994 and recorded May 6, 1994 under Recordation No. 15283-C) as lessor in the Equipment Lease Agreement ("Lease") recorded August 11, 1987 under Recordation No. 15283 and should be recorded as "-D" under the same Recordation No. as the said Lease, namely as Recordation No. 15283-D.

The equipment covered by the instant Inter-Company Assignment is the equipment covered in the above-mentioned lease.

A short summary of the Assignment to appear in the ICC Index is as follows:

"Assignment of above lease."

Please index separately the name of the above-mentioned Assignee in the ICC "Vendee/Assignee" Index Book ("white pages") as follows:

Index under ATEL Cash Distribution Fund V, L.P. saying, "See Recordation No. 15283-D."

Enclosed is a check in the amount of eighteen dollars (\$18.00) in payment of the filing fees.

RECEIVED
OFFICE OF THE
SECRETARY
JUN 13 3 32 PM '94
ICC BRANCH



Once the filing has been made, please return the stamped counterpart(s) of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,
ATEL Financial Corporation

A handwritten signature in cursive script that reads "Janelle C. Kinney".

Janelle C. Kinney
Transaction Coordinator

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th & Constitution Avenue NW
Washington, D.C. 20423

cc: Barry Dubin
Cooper, White

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

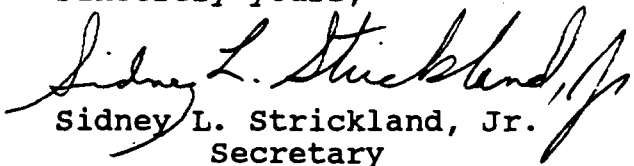
June 20, 1994

Janelle C. Kinney
Atel Financial Corporation
235 Pine St, 6th Floor
San Francisco CA 94104

Dear Ms. Kinney:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/13/94 at 3:40PM, and assigned recordation number(s). 15283-D

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

JUN 13 1994 -3 40 PM

INTERSTATE COMMERCE COMMISSION

**INTER-COMPANY
PURCHASE AND SALE AGREEMENT AND ASSIGNMENT OF LEASE**

THIS AGREEMENT, made this 6th day of May, 1994 by and between **ATEL FINANCIAL CORPORATION** a California corporation having a principal place of business at 235 Pine Street, 6th Floor, San Francisco, California 94104 (hereinafter called **SELLER**) and **ATEL CASH DISTRIBUTION FUND V**, a California limited partnership having a principal place of business at 235 Pine Street, 6th Floor, San Francisco, California 94104 (hereinafter called **BUYER**).

WITNESSETH:

For good and valuable consideration, receipt of which is hereby acknowledged:

1. **SALE AND ASSIGNMENT:** **SELLER** agrees to sell and assign to **BUYER**, and **BUYER** agrees to purchase and assume from **SELLER** all of **SELLER**'s right, title and interest to: (i) **Equipment Lease Agreement** dated as of July 31, 1987, recorded with the Interstate Commerce Commission ("ICC") on August 11, 1987 under Recordation No. 15283, between **ATEL Financial Corporation** (as successor in interest to West One Bank, Idaho, formerly The Idaho First National Bank) as Lessor and Denver and Rio Grande Western Railroad Company as Lessee (together with any and all exhibits, attachments, schedules, or the like thereto), including all rentals and other sums due and to become due thereunder, and all extensions and renewal thereof; (ii) **Amendment Number One** to Equipment Lease Agreement recorded with the ICC on November 30, 1987 under Recordation No. 15283-A and **Amendment Number Two** to Equipment Lease Agreement recorded with the ICC on June 20, 1989 under Recordation No. 15283-B; (iii) **Purchase Agreement and Assignment of Lease** dated as of May 4, 1994 between West One Bank, Idaho as Seller and **ATEL Financial Corporation** as Buyer, recorded with the ICC on May 6, 1994 under Recordation No. 15283-C; (iv) equipment described in the Individual Equipment Record Nos. 1 through 7, inclusive, Individual Equipment Record End Doors Nos. 1 through 4, inclusive, to the Equipment Lease Agreement and all accessions, additions and attachments thereto, and replacement and substitutions therefor; and (v) all proceeds (including proceeds of insurance) of any of the foregoing.

2. **EFFECTIVE DATE:** The assignment shall take place on the date hereof ("Assignment Date").

3. **TITLE:** Title to the equipment will pass free and clear of all liens, claims and encumbrances of any kind and shall vest in **BUYER** on the Assignment Date excepting only: (i) a lease thereof to Lessee, and (ii) the rights of the non-recourse lender, if any.

4. **WARRANTY DISCLAIMER:** **SELLER DOES NOT WARRANT THE EQUIPMENT IN ANY RESPECT EITHER EXPRESSLY OR BY IMPLICATION, AND**

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY.

5. **REPRESENTATIONS AND WARRANTIES OF SELLER:** This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

6. **REPRESENTATIONS AND WARRANTY OF BUYER:** This Agreement constitutes the legal, valid and binding obligation of BUYER, enforceable in accordance with its terms.

7. **BILL OF SALE:** This Agreement shall be deemed sufficient to transfer and deliver to BUYER, good and marketable title to the Equipment, free and clear of all liens, claims, encumbrances and title defects except (a) the Lease and (b) the rights of the non-recourse LENDER, if any, referred to in Section 3 above.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date of this Agreement first herein shown above.

SELLER

BUYER

ATEL FINANCIAL CORPORATION

ATEL CASH DISTRIBUTION
FUND V, L.P.

BY: 

BY: 

TITLE: Executive Vice President

TITLE: Executive Vice President

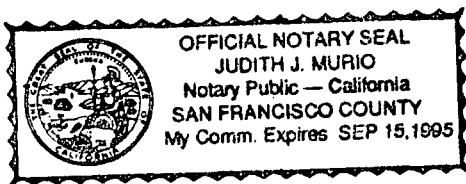
STATE OF CALIFORNIA}

SS.

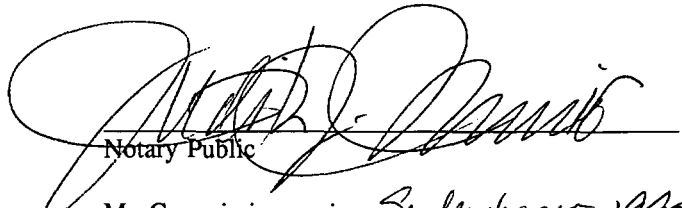
COUNTY OF SAN FRANCISCO}

On June 7, 1994 before me, the undersigned officer, personally appeared Dean Cash, personally known to me, whose name is subscribed to this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(Notarial Seal)


Notary Public
My Commission expires: September 15, 1995

STATE OF CALIFORNIA}

SS.

COUNTY OF SAN FRANCISCO}

On _____ before me, the undersigned officer, personally appeared Dean Cash, personally known to me, whose name is subscribed to this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

(Notarial Seal)